

**STATE OF SOUTH CAROLINA**

**(Caption of Case)**

**Application of Piedmont Natural Gas Company, Inc.  
for Approval of a Contract with One of Its Industrial  
Customers (Redacted)**

**BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

# COVER SHEET

**DOCKET**  
**NUMBER: 2010 - 143 - G**

**(Please type or print)**

**Submitted by:** Scott M. Tyler  
**Address:** Moore & Van Allen  
100 N. Tryon St., Suite 4700  
Charlotte, NC 28202-4003

**SC Bar Number:** 12037

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**Telephone:** 704-331-2463

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**Fax:** 704-378-1963

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**Other:**

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**Email:** scotttyler@mvlaw.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

**DOCKETING INFORMATION** (Check all that apply)

☐ Emergency Relief demanded in petition      ☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other:

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)			
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input checked="" type="checkbox"/> Letter	<input checked="" type="checkbox"/> Request	
<input type="checkbox"/> Electric/Gas	<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification	
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation	
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement	
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment	
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter	
<input checked="" type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response	
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery	
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition	
<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation	
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena	
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff	
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other:	
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest		
<input type="checkbox"/> Other:	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit		
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report		

**Moore & Van Allen**

January 18, 2011

**Scott M. Tyler**  
Attorney at Law

T 704 331 2463  
F 704 378 1963  
scotttyler@mvalaw.com

**VIA UPS OVERNIGHT**

Ms. Jocelyn G. Boyd  
Chief Clerk and Administrator  
Public Service Commission of South Carolina  
101 Executive Center Drive  
Columbia, South Carolina 29210

Moore & Van Allen PLLC

Suite 4700  
100 North Tryon Street  
Charlotte, NC 28202-4003

Also Admitted in SC

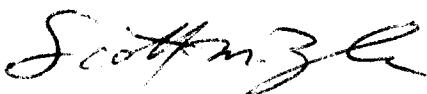
Re: Docket No. 2010-143-G  
Multi-Month Contract #1 and Multi-Month Contract #2

Dear Ms. Boyd:

Pursuant to Rule 103-403(D) of the Rules of the Public Service Commission of South Carolina, I have enclosed an original and 25 copies each of two (2) redacted negotiated multi-month contracts between Piedmont Natural Gas Company, Inc. ("Piedmont") and one of its industrial customers. Please accept the original and 25 copies of each of the redacted contracts for filing and return the additional "file-stamped" copies to me in the enclosed self-addressed postage paid envelope. Also enclosed is a non-redacted copy of each contract marked confidential and filed under seal. The non-redacted contracts contain proprietary and highly sensitive confidential information of Piedmont and Piedmont requests that these contracts be handled in accordance with this designation and not disclosed to the public.

Thank you for your assistance with this matter. If you have any questions about this filing you may reach me at the number shown above.

Sincerely,



Scott M. Tyler



SMT/bao

Enclosures

c: Pia Powers  
James H. Jeffries IV  
ORS (5 redacted copies) via UPS Overnight

Charlotte, NC  
Research Triangle Park, NC  
Charleston, SC

# **Multi-Month Contract #1**

## **Redacted Version**



December 15, 2010

Reference: Natural Gas Transportation Service Agreement Account [REDACTED]

Dear Mr. Parker:

In order to offer a rate that is competitive with your alternate fuel, Piedmont Natural Gas Company, Inc. (the Company) will offer [REDACTED] Account Number [REDACTED] (the Customer) the negotiated transportation rate(s) stated below:

Month	Alt. Fuel Price (\$/DT)	Estimated Negotiated Transportation Volume (DT/Month)	Customer City Gate Price (\$/DT)	Neg. T-Rate (\$/DT)	Estimated Burnertip Gas Cost (\$/DT)
April 2011	6.30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
May 2011	6.30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
June 2011	6.30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
July 2011	6.30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
August 2011	6.30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
September 2011	6.30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
October 2011	6.30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
November 2011	6.30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
December 2011	6.30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
January 2012	6.30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
February 2012	6.30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
March 2012	6.30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Negotiated transportation rates are exclusive of all applicable taxes, facilities charges, and imbalance penalties. The Customer agrees to elect transportation service and to secure interstate transportation deliveries to the Company's city gate. The Customer agrees to consume natural gas in lieu of alternate fuel except in the event of curtailment by the Company.

The term of this negotiated rate commences April 1, 2011 and ends March 31, 2012. The negotiated rate applies to all volumes of gas delivered for the Customers' Rate 214 service with the exception of approved emergency gas deliveries as provided in Rate Schedule 206 that are in effect during the subject months.

[REDACTED]  
December 15, 2010

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Company reserves the right to suspend gas delivery service to Customer on any day when, in the Company's sole discretion, its operating conditions are such that the suspension of service is necessary. Upon suspension of service, Customer will no longer be entitled or obligated to receive service under this agreement until the resumption of authorized service. The Customer will resume the use of natural gas hereunder at the earliest possible time after the resumption of gas delivery service by the Company.

Except as may be expressly modified herein, the provision of natural gas services hereunder shall be governed by, subject to and in accordance with all relevant provisions of the Company's approved tariffs and general terms and conditions of service on file with the Public Service Commission of South Carolina, including any approved changes thereto which may occur during the term of this agreement, as well as any applicable orders, rulings or regulations of that Commission."

This offer expires on January 19, 2011 if this letter agreement is not executed and returned to Piedmont by 5:00 pm EST on that date. A confirmation will be returned to you within 5 business days confirming Piedmont's receipt.

By signing below, please indicate your acceptance of these terms and confirmation that the offered rate is required to be competitive with alternate fuels available for consumption during the term of this offer.

Sincerely,



Carol Suttles  
Major Account Services Representative

Reference:

[REDACTED]

# **Multi-Month Contract #2**

## **Redacted Version**



December 15, 2010

Reference: Natural Gas Transportation Service Agreement Account [REDACTED]

Dear Mr. Parker:

In order to offer a rate that is competitive with your alternate fuel, Piedmont Natural Gas Company, Inc. (the Company) will offer [REDACTED] Account Number [REDACTED] (the Customer) the negotiated transportation rate(s) stated below:

Month	Alt. Fuel Price (\$/DT)	Estimated Negotiated Transportation Volume (DT/Month)	Customer City Gate Price (\$/DT)	Neg. T-Rate (\$/DT)	Estimated Burnertip Gas Cost (\$/DT)
April 2011	6.30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
May 2011	6.30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
June 2011	6.30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
July 2011	6.30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
August 2011	6.30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
September 2011	6.30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
October 2011	6.30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
November 2011	6.30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
December 2011	6.30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
January 2012	6.30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
February 2012	6.30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
March 2012	6.30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Negotiated transportation rates are exclusive of all applicable taxes, facilities charges, and imbalance penalties. The Customer agrees to elect transportation service and to secure interstate transportation deliveries to the Company's city gate. The Customer agrees to consume natural gas in lieu of alternate fuel except in the event of curtailment by the Company.

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December 15, 2010

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By signing below, please indicate your acceptance of these terms and confirmation that the offered rate is required to be competitive with alternate fuels available for consumption during the term of this offer.

Sincerely,



Carol Suttles  
Major Account Services Representative

Reference:

Accepted by:

Print Name:

Title:

Company: